

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) ➡		RATING N/A	PAGE OF PAGES 1 53
2. CONTRACT NUMBER	3. SOLICITATION NUMBER RFPW-09635-JLB	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED November 1, 2001	6. REQUISITION/PURCHASE NO.
7. ISSUED BY NASA/Goddard Space Flight Center Headquarters Procurement Office Greenbelt Road Greenbelt, MD 20771		8. ADDRESS OFFER TO (If other than Item 7) NASA/Goddard Space Flight Center Attn: Bid Room, Code 213 Building 17, Room S142 Greenbelt, MD 20771			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in **Building 17, Room S142** until **10:00 a.m.** local time December 19, 2001. CAUTION — LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION → CALL:	A. NAME Jim Becker	B. TELEPHONE (NO COLLECT)		C. E-MAIL ADDRESS jbecker@pop200.gsfc.nasa.gov
		AREA CODE 301	NUMBER 286-4223	EXT.

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 180 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) ➡	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C.		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ➡	ITEM
24. ADMINISTERED BY (If other than Item 7)		25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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**SECTION B OF RFPW-09635-JLB
SUPPLIES OR SERVICES AND PRICES/COSTS**

B.1 DELIVERABLE REQUIREMENTS (GSFC 52.211-90) (OCT 1988)

The Contractor shall perform and/or deliver all items for this Contract as specified below. Payment shall be made in the amounts shown in the value column for section A (Reviews/Reports).

A. REVIEWS/ REPORTS

<u>Item</u>	<u>Description</u>	<u>Reference</u>	<u>Quantity</u>	<u>Value*</u>
1.	Monthly Progress Reviews (MPR) (Months 3, 4, 6, 7)	SOW 3.1	4	Not Priced Separately
2.	Monthly Progress Review 2	SOW 3.2	1	\$_____*
3.	Midterm Progress Review (MPR 5)	SOW 3.2	1	\$_____*
4.	Preliminary Design Review (PDR) (MPR 8)	SOW 3.2	1	Not Priced Separately
5.	Operations Concept	SOW 2.2.2	1	Not Priced Separately
6.	Calibration/Validation Study Report	SOW 2.2.1	1	Not Priced Separately
7.	Risk Management Plan	SOW 2.6.3.1	1	Not Priced Separately
8.	Spectral Bands Study Report	SOW 2.2.4	1	Not Priced Separately
9.	Final Report	SOW 3.3	1	\$_____*

- VALUE -- Offerors shall insert the appropriate amount, the sum not to exceed \$5M, including any support services identified from Attachment E. In addition, the total amount for the sum of items 2 and 3 (MPR2 and MPR5) shall not exceed 50% of the total amount proposed, including any services identified from Attachment E.

B. ADMINISTRATIVE DOCUMENTATION

<u>Item</u>	<u>Description</u>	<u>Reference</u>	<u>Quantity</u>
1	SF 294 & SF 295	Clause 52.219-9 & 1852.219-75	as required
2	New Technology Reports	Clause 1852.227-70	as required

(End of Clause)

**SECTION B OF RFPW-09635-JLB
SUPPLIES OR SERVICES AND PRICES/COSTS**

B. 2 FIRM FIXED PRICE (1852.216-78) (DEC 1988)

The total firm fixed price of this contract is \$_____ [Offerors shall insert the appropriate amount, which shall not exceed \$5 million. NOTE: If the offeror has proposed use of MIT/LL support services from Attachment E, and has included a not-to-exceed amount for these services as required by paragraph 3 "Additional Information to be Furnished" of section L.9, then the total of the not-to-exceed amount plus the firm-fixed price stated in this clause shall not exceed \$5 million].

(End of clause)

SECTION C OF RFPW-09635-JLB
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE OF WORK (GSFC 52.211-91) (FEB 1991)

The Contractor shall provide the personnel, materials, and facilities necessary to provide a preliminary system design of the Landsat Data Continuity Mission (LDCM), and to furnish the items specified in Section B of this contract in accordance with the following:

- (1) Attachment A, entitled "LDCM Formulation Phase Statement of Work", dated November 1, 2001
- (2) Attachment B, entitled "Landsat Data Continuity Mission (LDCM) Data Specification", dated November 1, 2001
- (3) Attachment C, entitled "Landsat Data Continuity Mission (LDCM) Acronym List and Lexicon", dated November 1, 2001
- (4) Attachment D, entitled "Landsat Data Continuity Mission (LDCM) Data Policy", dated November 1, 2001
- (5) Attachment E, entitled "Landsat Data Continuity Mission (LDCM) Formulation Phase MIT/LL ALI Technology Transfer Support", dated November 1, 2001

(End of clause)

C.2 REVIEWS/REPORTS OF WORK

(a) Monthly Progress Reviews (MPR). The Contractor shall conduct MPRs in accordance with section 3.1 of attachment A, Landsat Data Continuity Mission Formulation Phase Statement of Work. The Contractor shall provide one hard copy and one electronic copy (each) of the presentation materials to the Contracting Officer and COTR for each MPR by e-mail or Compact Disk (CD), in Microsoft PowerPoint PC Format.

(b) Preliminary Design Review (PDR). The Contractor shall conduct a PDR in accordance with section 3.2 of attachment A, Landsat Data Continuity Mission Formulation Phase Statement of Work. The Contractor shall provide one hard copy and two electronic copies (each), (one by e-mail and one on Compact Disk (CD)) of the presentation materials to the Contracting Officer and COTR, in Microsoft PowerPoint PC Format.

(c) Report Documentation Page. The Contractor shall include a completed Report Documentation Page (NASA Form 1626) with the Final Report.

(d) Final Report. The Contractor shall submit a final report in accordance with section 3.3 of attachment A, Landsat Data Continuity Mission Formulation Phase Statement of Work. Number of copies shall be in accordance with paragraph (e) of this clause.

(e) Other Deliverables. Fifteen electronic copies of all Reports and Plans, other than presentation material in items (a) and (b) above, shall be provided on separate Compact Disks (CD) in a Microsoft PC Format (MS Word or MS PowerPoint as appropriate), and one hard copy, to the Contracting Officer. In addition, for the Final Report only, the Contractor shall provide additional copies as provided below. However, copies of the final report shall **NOT** be sent to these addressees until the Contractor receives written notice from the Contracting Officer:

<u># Copies</u>	<u>Addressee</u>
1	Technical Information Services Branch, GSFC Code TBD
2	Center for AeroSpace Information (CASI) in accordance with NASA FAR Supplement clause 1852.235-70 (I.12 in this contract)

(End of clause)

SECTION D OF RFPW-09635-JLB
PACKAGING AND MARKING

[THERE ARE NO CLAUSES IN THIS SECTION.]

**SECTION E OF RFPW-09635-JLB
INSPECTION AND ACCEPTANCE**

E. 1 ACCEPTANCE--SINGLE LOCATION (GSFC 52.246-92) (SEPT 1989)

The Contracting Officer or authorized representative will accomplish acceptance at Goddard Space Flight Center, Greenbelt, Maryland. For the purpose of this clause, the Contracting Officer's Technical Representative named in this contract is the authorized representative. The Contracting Officer reserves the right to unilaterally designate a different Government agent as the authorized representative. The Contractor will be notified by a written notice or by a copy of the delegation of authority if different representative is designated.

Acceptance shall be deemed to have occurred constructively--for the sole purpose of computing an interest penalty that might be due the Contractor under the Prompt Payment Act--on the 30th day after the Contractor has delivered the supplies or services in accordance with the terms and conditions of the contract. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the date of the actual acceptance.

(End of clause)

E. 2 INSPECTION SYSTEM RECORDS (GSFC 52.246-102) (OCT 1988)

The Contractor shall maintain records evidencing inspections in accordance with the Inspection clause of this contract for 1 year after delivery of all items and/or completion of all services called for by the contract.

(End of clause)

E. 3 INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM) (52.246-9) (APR 1984)

The Government has the right to inspect and evaluate the work performed or being performed under the contract, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If the Government performs inspection or evaluation on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(End of clause)

**SECTION F OF RFPW-09635-JLB
DELIVERIES OR PERFORMANCE**

F.1 LIST OF SECTION F CLAUSES INCORPORATED BY REFERENCE

The following clause are incorporated by reference in accordance with Federal Acquisition Regulation (FAR) 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998):

(52.242-15) STOP-WORK ORDER (AUG 1989)
(52.247-34) F.O.B. DESTINATION (NOV 1991)

(End of Clause)

F.2 DELIVERY SCHEDULE (GSFC 52.211-96) (SEP 1998)

The items required by this contract shall be delivered as follows:

A. REVIEWS/ REPORTS

<u>Item</u>	<u>Description</u>	<u>Date/Months After Effective Date of Contract</u>
1.	Monthly Progress Reviews (Months 3, 4, 6, 7)	Monthly
2.	Monthly Progress Review 2 (MPR2)	2
3.	Midterm Progress Review (MPR5)	5
4.	Preliminary Design Review (PDR)	8
5.	Operations Concept	month 5/MPR Updates @ PDR & Final Report
6.	Calibration/Validation Study Report	month 5/MPR Updates @ PDR & Final Report
7.	Risk Management Plan	month 5/MPR Updates @ PDR & Final Report
8.	Spectral Bands Study Report	month 5/MPR Updates @ PDR & Final Report
9.	Final Report	9

B. ADMINISTRATIVE DOCUMENTATION

<u>Item</u>	<u>Description</u>	<u>Date/Months After Effective Date of Contract</u>
1	SF 294 & 295	Semi-annually, NLT 4/30 and 10/30, and Final SF 294 at contract end

**SECTION F OF RFPW-09635-JLB
DELIVERIES OR PERFORMANCE**

2 New Technology Reports as required

(End of clause)

F. 3 SHIPPING INSTRUCTIONS--NON-CENTRAL RECEIVING (GSFC 52.247-95) (OCT 1988)

Shipment of the deliverable items required under this contract shall be to:

<u>Item</u>	<u>Address</u>	<u>Marked For</u>
All	NASA/Goddard Space Flight Center Building 17, Room S110 Greenbelt Road Greenbelt, MD 20771	Contracting Officer/Jim Becker Code 210.H

Compliance with this clause is necessary to assure verification of delivery and acceptance for prompt payment.

(End of clause)

**SECTION G OF RFPW-09635-JLB
CONTRACT ADMINISTRATION DATA**

G. 1 LIST OF SECTION G CLAUSES INCORPORATED BY REFERENCE

The following clauses are incorporated by reference in accordance with Federal Acquisition Regulation (FAR) 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998):

(18-52.227-70)	NEW TECHNOLOGY (NOV 1998)
(18-52.227-72)	DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (JULY 1997)—Paragraph (a) shall be filled in with the following Titles/Office Codes: New Technology Representative, Code 750.1 Patent Representative, Code 750.2 The address for both representatives is Goddard Space Flight Center, Greenbelt Road, Greenbelt MD 20771.

G. 2 INVOICES - SUBMISSION OF (GSFC 52.232-95) (AUG 2000)

Invoices shall be prepared in accordance with the Prompt Payment clause of this contract and submitted to the Cost and Commercial Accounts Department, Code 155, NASA/Goddard Space Flight Center, Greenbelt, MD 20771. For purposes of the Prompt Payment Act, the above office is considered to be the "Designated Billing Office" and the "Designated Payment Office".

(End of clause)

**SECTION H OF RFPW-09635-JLB
SPECIAL CONTRACT REQUIREMENTS**

H.1 SECTION H CLAUSES INCORPORATED BY REFERENCE

(1852.204-74)	CENTRAL CONTRACTOR REGISTRATION (AUG 2000)
(1852.208-81)	RESTRICTIONS ON PRINTING AND DUPLICATING (AUG 1993)
(1852.244-70)	GEOGRAPHIC PARTICIPATION IN THE AEROSPACE PROGRAM (APRIL 1985)

(End of By Reference Section)

H.2 HANDLING OF DATA (GSFC 52.203-90) (JAN 1995)

(a) In the performance of this contract, it is anticipated that the Contractor may have access to, be furnished, or use the following categories of data (which may be technical data, computer software, administrative, management information, or financial, including cost or pricing):

- (1) Data of third parties which the Government has agreed to handle under protective arrangements; and
- (2) Government data, the use and dissemination of which, the Government intends to control.

(b) In order to protect the interests of the Government and the owners, licensors and licensees of such data, the Contractor agrees, with respect to any such third party or Government data that is either marked with a restrictive legend, specifically identified in this contract, or otherwise identified in writing by the Contracting Officer as being subject to this clause, to:

- (1) Use, disclose, and reproduce such data only to the extent necessary to perform the work required under this contract;
- (2) Allow access to such data only to those of its employees that require access for their performance under this contract;
- (3) Preclude access and disclosure of such data outside the Contractor's organization; and
- (4) Return or dispose of such data, as the Contracting Officer may direct, when the data is no longer needed for contract performance.

(c) The Contractor agrees to inform and instruct its employees of its and their obligations under this clause and to appropriately bind its employees contractually to comply with the access, use, disclosure, and reproduction provisions of this clause.

(d) In the event that data includes a legend that the Contractor deems to be ambiguous or unauthorized, the Contractor may inform the Contracting Officer of such condition. Notwithstanding such a legend, as long as such legend provides an indication that a restriction on use or disclosure was intended, the Contractor shall treat such data pursuant to the requirements of this clause unless otherwise directed, in writing, by the Contracting Officer.

(e) Notwithstanding the above, the Contractor shall not be restricted in use, disclosure, and reproduction of any data that:

- (1) Is, or becomes, generally available or public knowledge without breach of this clause by the Contractor;

- (2) Is known to, in the possession of, or is developed by the Contractor independently of any disclosure of, or without reference to, proprietary, restricted, confidential, or otherwise protectible data under this clause;

- (3) Is rightfully received by the Contractor from a third party without restriction;

- (4) Or is required to be produced by the Contractor pursuant to a court order or other Government action.

If the Contractor believes that any of these events or conditions that remove restrictions on the use, disclosure, and reproduction of the data apply, the Contractor shall promptly notify the Contracting Officer of such belief prior to acting on

**SECTION H OF RFPW-09635-JLB
SPECIAL CONTRACT REQUIREMENTS**

such belief, and, in any event, shall give notice to the Contracting Officer prior to any unrestricted use, disclosure, or reproduction of such data.

(End of clause)

**H. 3 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR
(GSFC 52.215-90) (NOV 1999)**

In accordance with FAR 15.204-1(b), the completed and submitted Section K, "Representations, Certifications, and Other Statements of Offeror", are incorporated by reference in this resulting contract.

(End of clause)

**H. 4 SMALL BUSINESS SUBCONTRACTING PLAN AND REPORTS (GSFC 52.219-90)
(OCT 1999)**

a. Subcontracting Plan (Contractor)

FAR clause 52.219-9, "Small Business Subcontracting Plan" is included in this contract. The agreed to Subcontracting Plan required by the clause is included as an attachment to the contract.

b. Subcontracting Plan (Subcontractors)

In accordance with FAR clause 52.219-9, the Contractor must require that certain subcontractors adopt a plan similar to the Plan agreed to between the Contractor and the Government.

c. Reporting to Contracting Officer (SF 294--Semi-annual and Final)

The Contractor shall prepare and submit Standard Form 294 (Rev. 12-98), "Subcontracting Report for Individual Contracts" in accordance with the instructions on the back of the form.

The SF 294 must be submitted to the Contracting Officer on a semi-annual basis. This report must be received no later than April 30 and October 30 each year for the reporting periods ending March 31 and September 30, respectively. A final SF 294 must be submitted after contract completion. The final SF 294 submittal must be received no later than the due date for what would have been the next semi-annual report.

d. Reporting to NASA Headquarters (SF 295--Semi-annual)

The Contractor shall prepare and submit Standard Form 295 (Rev. 12-98), "Summary Subcontract Report" in accordance with the instructions on the back of the form and in accordance with NASA FAR Supplement clause 1852.219-75, "Small Business Subcontracting Reporting" of this contract.

The SF 295 must be submitted to "NASA, Office of Procurement, Code HS, Washington, D.C. 20546-0001" on an semi-annual basis no later than April 30 and October 30 each year for the reporting periods ending March 31 and September 30, respectively.

e. Subcontractor Reporting

FAR clause 52.219-9 and NASA FAR Supplement clause 1852.219-75 require that the Contractor ensure that SF 294 and SF 295 reports are submitted by those subcontractors that have been required to adopt a Subcontracting Plan under the terms of the clause. These subcontractor reports must be submitted as required by paragraphs (c) and (d) above. The reports may be submitted through the Contractor or submitted directly. Regardless, the Contractor is responsible for ensuring proper and timely submittal of the required reports.

(End of clause)

**SECTION H OF RFPW-09635-JLB
SPECIAL CONTRACT REQUIREMENTS**

**H.5 SMALL DISADVANTAGED BUSINESS PARTICIPATION--CONTRACT TARGETS (GSFC
52.219-91) (JAN 1999) (for offeror fill-in)**

(a) This clause does not apply to, and should not be completed by, Small Disadvantaged Business (SDB) offerors unless the SDB offeror has waived the price adjustment evaluation adjustment [see para (c.) of FAR clause 52.219-23].

(b) FAR 19.1202-4(a) requires that SDB subcontracting targets be incorporated in the contract. Targets for this contract are as follows:

*DOC SIC Major Group Dollar Target Percent of Contract Value Total

(NOTE TO OFFERORS: ONLY LIST SDBs in any APPLICABLE, authorized NAICS Industry Subsectors)

*Department of Commerce Authorized Standard Industrial Classification Major Group

(c.) FAR 19.1202-4(b) requires that SDB concerns that are specifically identified by the offeror be listed in the contract when the extent of the identification of such subcontractors was part of the SDB evaluation subfactor. SDB concerns (subcontractors) specifically identified by the offeror are as follows:

Name of Concern(s)

The contractor shall notify the Contracting Officer of any substitutions of firms that are not SDB concerns.

(d) If the prime offeror is an SDB that has waived the price evaluation adjustment, the target for the work it intends to perform as a prime contractor is as follows:

Dollars Percent of Contract Value

(End of clause)

H.6 ADVANCE UNDERSTANDING REGARDING DATA RIGHTS

1) Deliverable Data Rights

Notwithstanding subsections (b)(1) and (g)(1) of Section I.1, clause 52.227-14, RIGHTS IN DATA-GENERAL (JUNE 1987) as modified, all data deliverables under this Formulation Phase contract shall be subject to subsection (g) (2) of said clause as limited rights data if so declared by the contractor in accordance with that clause, but only until (a) the award of the Implementation Phase contract, regardless of whether the Contractor is awarded the Implementation Phase contract, or (b) a determination by NASA not to award an Implementation Phase contract. At such time, the Government shall possess unlimited rights to all data described under subsections b(1)(i), b(1)(ii), and b(1)(iii), as well as any other data not so declared by the Contractor pursuant to subsection (g)(2), which shall not be subject to any confidential treatment. Information provided by the Contractor to the Government as described in section 3.3 Business Review of Attachment A, Statement of Work of this contract shall constitute financial and management information and shall not be construed to meet the definition of "data", as defined in clause 52.227-14, RIGHTS IN DATA-GENERAL.

Pursuant to Section (g) (2) of the "Rights in Data - General" clause, for the period the Government holds only limited rights to any Formulation Phase data, the contractor hereby authorizes the Government to disclose such data to non-government evaluators as stated in the Limited Rights Notice provision of Section (g) (2). The Contractor shall insert this condition in any Limited Rights notice, which may be affixed to the data in accordance the "Rights in Data – General (Alternate II)" clause.

**SECTION H OF RFPW-09635-JLB
SPECIAL CONTRACT REQUIREMENTS**

2) Proposal Data Rights

Proposal data for which the Government obtains unlimited rights pursuant to Clause I.3 RIGHTS TO PROPOSAL DATA shall be handled pursuant to Section (g) (2) of the "Rights in Data – General" clause as limited rights data during the performance of the contract, but only until (a) the award of the Implementation Phase contract, regardless of whether the Contractor is awarded the Implementation Phase contract, or (b) a determination by NASA not to award an Implementation Phase contract. The unlimited rights in data that the Government obtains pursuant to Clause I.3 RIGHTS IN PROPOSAL DATA shall be effective at the conclusion of the contract. This clause takes precedence over clause I.3.

(End of text)

H. 7 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (1852.232-77) (MAR 1989)

(a) Of the total price of items A1 through A9, B1 and B2 of clause B.1 DELIVERABLE REQUIREMENTS, the sum of \$2,500,000 is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said item is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS

<u>Date(Months after effective date of Contract)</u>	<u>Amounts</u>
4	\$ 700,000
8	\$1,800,000

(b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) above up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) if that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in the Termination for Convenience of the Government clause notwithstanding.

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until _____. (*Offeror shall fill in appropriate date.*)

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimated date when the point referred to in subparagraph (2) above will be reached and the estimated amount of additional funds required to continue performance to the date specified in subparagraph (1) above, or an agreed date substituted for it.

(ii) The Contractor shall, 60 days in advance of the date specified in subparagraph (1) above, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

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(4) If, after the notification referred to in subdivision (3)(ii) above, additional funds are not allotted by the date specified in subparagraph (1) above, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) above shall apply to these additional allotted funds and substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the Default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) above. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of clause)

H.8 ADVANCE AGREEMENT REGARDING USE OF MIT/LL SERVICES

(a) This clause only applies if the Contractor has proposed, and this contract includes, use of any technical support or services as described in Attachment E.

(b) This contract includes use by the Contractor of Government-furnished MIT/LL technical support or services, as described in Attachment G under clause J.1 LIST OF ATTACHMENTS, at a total amount not-to-exceed **dollar amount to be filled in by offeror**. The total of this not-to-exceed amount, when added to the total firm-fixed price of this contract as stated in clause B.2 FIRM FIXED PRICE, shall not exceed **\$5,000,000**.

(c) These services are performed by MIT/LL under an interagency arrangement between NASA/Goddard Space Flight Center and another government agency. Thus, as an interagency arrangement, performance for Goddard is only on a cost basis, and no guarantee is provided that the work will be completed within the estimated cost provided. Therefore, if, during performance of this contract, the Contractor requires additional technical support or services within the scope of Attachment E, or MIT/LL requires additional funding in order to complete the work previously requested and the contractor elects to fund additional amounts for completion of the work, the Contractor shall notify the Contracting Officer, in writing. This notice shall be provided at least 30 days prior to the date the support/services are needed, and shall include a detailed description of the additional support/services and an estimated total price for the support/services required. No such work will be performed until the contract is modified to recognize the additional requirements, and adjust the total NTE of this clause, with a concomitant reduction of the firm fixed price of this contract.

(d) The Contractor Officer shall issue a bilateral modification to make any necessary adjustment to the firm-fixed price of this contract for any additional technical support or services required by the Contractor as provided for in paragraph (c) of this clause.

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(e) The Government makes no guarantee that the work as described under Attachment G will be completed for the estimated cost initially established hereunder, and the contractor assumes sole responsibility for any impacts arising from the use of MIT/LL for Government-furnished technical support or services. The Contractor remains responsible for performing the full scope of the contract, even if the MIT/LL SOW proposed, included as Attachment G, is not acceptable to MIT/LL or approved by NASA.

(End of Text)

H.9 MAJOR BREACH OF SAFETY OR SECURITY (1852.223-75) (MAY 2001)

(a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. Safety is essential to NASA and is a material part of this contract. NASA's safety priority is to protect: (1) the public; (2) astronauts and pilots; (3) the NASA workforce (including contractor employees working on NASA contracts); and (4) high-value equipment and property. A major breach of safety may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies applicable to material parts of this contract, including termination for default. A major breach of safety must be related directly to the work on the contract. A major breach of safety is an act or omission of the Contractor that consists of an accident, incident, or exposure resulting in a fatality or mission failure; or in damage to equipment or property equal to or greater than \$1 million; or in any "willful" or "repeat" violation cited by the Occupational Health and Safety Administration (OSHA) or by a state agency operating under an OSHA approved plan.

(b) Security is the condition of safeguarding against espionage, sabotage, crime (including computer crime), or attack. A major breach of security may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies applicable to material parts of this contract, including termination for default. A major breach of security may occur on or off Government installations, but must be related directly to the work on the contract. A major breach of security may arise from any of the following: compromise of classified information; illegal technology transfer; workplace violence resulting in criminal conviction; sabotage; compromise or denial of information technology services; damage or loss greater than \$250,000 to the Government; or theft.

(c) In the event of a major breach of safety or security, the Contractor shall report the breach to the Contracting Officer. If directed by the Contracting Officer, the Contractor shall conduct its own investigation and report the results to the Government. The Contractor shall cooperate with the Government investigation, if conducted.

(End of clause)

H.10 EXPORT LICENSES (1852.225-70)(FEBRUARY 2000)

(a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.

(b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at [insert name of NASA installation], where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of clause)

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I.1 SECTION I CLAUSES INCORPORATED BY REFERENCE

(52.202-1)	DEFINITIONS (MAY 2001)
(52.203-3)	GRATUITIES (APR 1984)
(52.203-5)	COVENANT AGAINST CONTINGENT FEES (APR 1984)
(52.203-6)	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
(52.203-7)	ANTI-KICKBACK PROCEDURES (JUL 1995)
(52.203-8)	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
(52.203-10)	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
(52.203-12)	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)
(52.204-4)	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
(52.209-6)	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED,SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
(52.215-2)	AUDIT AND RECORDS--NEGOTIATION (JUNE 1999)
(52.215-8)	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
(52.215-11)	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS (OCT 1997)
(52.215-13)	SUBCONTRACTOR COST OR PRICING DATA-MODIFICATIONS (OCT 1997)
(52.215-14)	INTEGRITY OF UNIT PRICES (OCT 1997)
(52.215-15)	PENSION ADJUSTMENTS AND ASSET REVERSIONS (DEC 1998)
(52.215-18)	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (OCT 1997)
(52.215-19)	NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
(52.215-21)	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
(52.219-4)	NOTICE OF PRICE EVALUATION ADJUSTMENT FOR HUBZone SMALL BUSINESS CONCERNS (JAN 1999){offeror elects to waive the evaluation preference []}
(52.219-8)	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)
(52.219-9)	SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2000)--ALTERNATE II (OCT 2000)
(52.219-16)	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)
(52.219-23)	NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (MAY 2001)[the factor in para (b)is 10 percent} {offeror elects to waive adjustment []}
(52.219-25)	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--DISADVANTAGED STATUS AND REPORTING (OCT 1999)
(52.222-3)	CONVICT LABOR (AUG 1996)
(52.222-21)	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
(52.222-26)	EQUAL OPPORTUNITY (FEB 1999)
(52.222-35)	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)
(52.222-36)	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
(52.222-37)	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)
(52.223-6)	DRUG FREE WORK PLACE (MAY 2001)
(52.223-14)	TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)
(52.225-14)	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
(52.227-1)	AUTHORIZATION AND CONSENT (JUL 1995)--ALTERNATE I (APR 1984)
(52.227-2)	NOTICE AND ASSISTANCE REGARDING PATENT AND COPY-RIGHT INFRINGEMENT (AUG 1996)
(52.227-11)	PATENT RIGHTS-RETENTION BY THE CONTRACTOR (SHORT FORM) (JUNE 1997)

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(52.227-14)	RIGHTS IN DATA-GENERAL (JUN 1987) as modified by FAR 52.227-14 ALTERNATE II (JUNE 1987), as further modified by NASA FAR Supplement 1852.227-14 (JUN 1987)
(52.227-16)	ADDITIONAL DATA REQUIREMENTS (JUN 1987)
(52.229-3)	FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)
(52.229-5)	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)
(52.230-2)	COST ACCOUNTING STANDARDS (APR 1998)
(52.230-6)	ADMINISTRATION OF COST ACCOUNTING STANDARDS (NOV 1999)
(52.232-2)	PAYMENTS UNDER FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACTS (APR 1984)
(52.232-8)	DISCOUNTS FOR PROMPT PAYMENT (MAY 1997)
(52.232-17)	INTEREST (JUN 1996)
(52.232-23)	ASSIGNMENT OF CLAIMS (JAN 1986)
(52.232-25)	PROMPT PAYMENT (MAY 2001) (b)(2), second sentence shall have a 30 day period for any financing payments.
(52.232-34)	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)[para (b)(1) fill-in (hereafter: "designated office"--Cost and Commercial Accounts Department, Code 155, NASA/Goddard Space Flight Center, Greenbelt, MD 20771, FAX 301-286-1748, no later than concurrent with the first request for payment.]
(52.233-1)	DISPUTES (DEC 1998)
(52.233-3)	PROTEST AFTER AWARD (AUG 1996)
(52.242-13)	BANKRUPTCY (JUL 1995)
(52.243-1)	CHANGES--FIXED PRICE (AUG 1987)--ALTERNATE V (1984)
(52.243-6)	CHANGE ORDER ACCOUNTING (APR 1984)
(52.243-7)	NOTIFICATION OF CHANGES (APR 1984)
(52.245-4)	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (APR 1984)
(52.246-23)	LIMITATION OF LIABILITY (FEB 1997)
(52.249-2)	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (SEP 1996)
(52.249-9)	DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT) (APR 1984)
(1852.215-84)	OMBUDSMAN (JUNE 2000) The installation ombudsman is the Director of the Contract Management Division, at 202-358-0422, facsimile 202-358-3083, e-mail, sthompson1@hq.nasa.gov
(1852.223-72)	SAFETY AND HEALTH (Short Form)(MAY 2001)
(1852.223-74)	DRUG-AND ALCOHOL-FREE WORKPLACE (MAR 1996)
(1852.243-71)	SHARED SAVINGS (MAR 1997)

(End of "By Reference" Section)

I. 2 APPROVAL OF CONTRACT (52.204-1) (DEC 1989)

This contract is subject to the written approval of Mr. Michael J. Lodomirak, GSFC Procurement Officer, and shall not be binding until so approved.

(End of clause)

I. 3 RIGHTS TO PROPOSAL DATA (52.227-23) (TECHNICAL) (JUN 1987)

Except for data contained on pages *(to be completed by offeror)*, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data--General" clause contained in this contract) in and to the technical data contained in the proposal dated *(to be completed by offeror)*, upon which this contract is based.

(End of Clause)

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I. 4 PAYMENTS UNDER FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACTS (52.232-2) (APR 1984)

The Government shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for work delivered or rendered and accepted, less any deductions provided in this contract. Unless otherwise specified, payment shall be made upon acceptance of any portion of the work delivered or rendered for which a price is separately stated in the contract.

(End of clause)

I. 5 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (52.244-6) (MAY 2001)

(a) Definitions. As used in this clause--

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The following clauses shall be flowed down to subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Feb 1999) (E.O. 11246).

(iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Apr 1998) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (Jun 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

I.6 CLAUSES INCORPORATED BY REFERENCE (52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

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Federal Acquisition Regulation (FAR) clauses:

<http://www.arnet.gov/far/>

NASA FAR Supplement (NFS) clauses:

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

(End of clause)

I. 7 COMPUTER GENERATED FORMS (52.253-1) (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

I. 8 PHASED ACQUISITION USING PROGRESSIVE COMPETITION DOWN-SELECTION PROCEDURES (1852.217-72) (MAY 2000)

(a) This acquisition is for Landsat Data Continuity Mission (LDCM) data products and services. The acquisition will be conducted as a two-phased procurement using a progressive competition down-selection technique between phases. In this technique, the Government may select multiple Contractors for Phase 1. It is expected that the single contractor for Phase 2 will be chosen from among these Contractors after a competitive down-selection.

(b) Phase 1 is designated as the Formulation Phase, and is for the completion of the necessary detailed trade studies to develop a concept and preliminary design that ensures successful completion of the requirements. Phase 2 is designated as the Implementation Phase and is for development of the detailed design followed by fabrication, integration, test, launch, and data delivery.

(c.) The competition for the Implementation Phase will be based on the results of the Formulation Phase, and the award criteria for the Implementation Phase will include successful completion of the Formulation Phase requirements.

(d) NASA does not intend to issue a separate, formal solicitation for the Implementation Phase. Instead, the Implementation Phase proposals will be requested from the Formulation Phase contractors by means of a letter. All information required for preparation of Implementation Phase proposals, including the final evaluation criteria and factors, will be provided at that time.

(e) The Implementation Phase will be synopsized in the Commerce Business Daily (CBD) in accordance with FAR 5.201 and 5.203 unless one of the exceptions in FAR 5.202 applies. Notwithstanding NASA's expectation that only the Formulation Phase contractors will be capable of successfully competing for the Implementation Phase, all proposals will be considered. Any other responsible source may indicate its desire to submit a proposal by responding to the Implementation Phase

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synopsis, and NASA will provide that source all the material furnished to the Formulation Phase contractors necessary to submit a proposal.

(f) To be considered for Implementation Phase award, offerors must demonstrate a design maturity equivalent to that of the Formulation Phase contractors. This demonstration shall include the following elements of the Formulation Phase deliverables upon which the Implementation Phase award will be based:

1. Completion of a Preliminary Design
2. Results of completed Trade Studies and Analysis
(fully compliant with SOW requirements)
3. Risk Management Plan

Failure to fully and completely demonstrate the appropriate level of design maturity may render the proposal unacceptable with no further consideration for contract award.

(g) The following draft Implementation Phase evaluation factors are provided for your information: Mission Suitability, Past Performance, and Cost/Price. The subfactors for Mission Suitability include Design, Implementation Approach, Management Approach, Safety and Health, and Small Disadvantage Business Participation Program. Please note that these evaluation factors are not final, and NASA reserves the right to change them at any time up to and including the date upon which the Implementation Phase proposals are requested. Any such changes in evaluation factors will not necessitate issuance of a new, formal solicitation for the Implementation Phase.

For the Implementation Phase, Cost/Price is expected to be less important than Mission Suitability plus Past Performance. As individual factors, the Cost/Price Factor is expected to be less important than the combined importance of the Mission Suitability Factor plus Past Performance Past Performance factors.

(h) Although NASA will request Implementation Phase proposals from Formulation Phase contractors, submission of the Implementation Phase proposal is not a requirement of the Formulation Phase contract. Accordingly, the costs of preparing these proposals shall not be a direct charge to the Formulation Phase contract or any other Government contract.

(i) The anticipated schedule for conducting this phased procurement is provided for your information. These dates are projections only and are not intended to commit NASA to complete a particular action at a given time.

Formulation Phase award –	Mar 2002
Implementation Phase synopsis -	Sep 2002
Implementation Phase proposal requested -	Oct 2002
Implementation Phase proposal receipt -	Dec 2002
Implementation Phase award -	Mar 2003

(End of clause)

I.9 USE OF RURAL AREA SMALL BUSINESSES (1852.219-74) (SEP 1990)

(a) Definitions.

"Rural area" means any county with a population of fewer than twenty thousand individuals.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding under this contract, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) NASA prime and subcontractors are encouraged to use their best efforts to award subcontracts to small business concerns located in rural areas.

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(c) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small business concerns located in rural areas.

(d) The Contractor agrees to insert the provisions of this clause, including this paragraph (d), in all subcontracts hereunder that offer subcontracting possibilities.

(End of clause)

L.10 SMALL BUSINESS SUBCONTRACTING REPORTING (1852.219-75) (MAY 1999)

(a) The Contractor shall submit the Summary Subcontract Report (Standard Form (SF) 295) semiannually for the reporting periods specified in block 4 of the form. All other instructions for SF 295 remain in effect.

(b) The Contractor shall include this clause in all subcontracts that include the clause at FAR 52.219-9.

(End of clause)

L.11 NASA 8 PERCENT GOAL (1852.219-76) (JUL 1997)

(a) Definitions.

“Historically Black Colleges or University”, as used in this clause means an institution determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

“Minority institutions”, as used in this clause, means an institution of higher education meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which for the purposes of this clause includes a Hispanic-serving institution of higher education as defined in section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

“Small disadvantaged business concern”, as used in this clause, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

“Women-owned small business concern”, as used in this clause, means a small business concern (1) which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and (2) whose management and daily business operations are controlled by one or more women.

(b) The NASA Administrator is required by statute to establish annually a goal to make available to small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns, at least 8 percent of NASA's procurement dollars under prime contracts or subcontracts awarded in support of authorized programs, including the space station by the time operational status is obtained.

(c) The contractor hereby agrees to assist NASA in achieving this goal by using its best efforts to award subcontracts to such entities to the fullest extent consistent with efficient contract performance.

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(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns.

(End of clause)

**L.12 CENTER FOR AEROSPACE INFORMATION--FINAL SCIENTIFIC AND TECHNICAL REPORTS
(1852.235-70) (JULY 2000)**

(a) The Contractor should register with and avail itself of the services provided by the NASA Center for AeroSpace Information (CASI) (<http://www.sti.nasa.gov>) for the conduct of research or research and development required under this contract. CASI provides a variety of services and products as a central NASA repository of research information, which may enhance contract performance. The address is set out in paragraph (d) of this clause.

(b) Should the CASI information or service requested by the Contractor be unavailable or not in the exact form necessary by the Contractor, neither CASI nor NASA is obligated to search for or change the format of the information. A failure to furnish information shall not entitle the Contractor to an equitable adjustment under the terms and conditions of this contract.

(c) In addition to the final report, as defined at 1827.406-70(a)(3), submitted to the contracting officer, a reproducible copy and a printed or reproduced copy of the final report or data shall be concurrently submitted to:

Center for AeroSpace Information (CASI)
Attn: Document Processing Section
7121 Standard Drive
Hanover, Maryland 21076-1320
Phone: 301-621-0390
FAX: 301-621-0134

(d) The last page of the final report submitted to CASI shall be a completed Standard Form (SF) 298, Report Documentation Page. In addition to the copy of the final report, the contractor shall provide, to CASI, a copy of the letter transmitting the final report to NASA for its Document Availability Authorization (DAA) review.

(e) The contractor shall not release the final report, outside of NASA, until the DAA review has been completed by NASA and availability of the report has been determined.

(End of clause)

SECTION J OF RFPW-09635-JLB
LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS (GSFC 52.211-101) (OCT 1988)

The following attachments constitute part of this contract:

<u>Attachment</u>	<u>Description (Date)/# Pages</u>
A	LDCM Formulation Phase Statement of Work (dated November 1, 2001)/
B	Landsat Data Continuity Mission (LDCM) Data Specification (dated November 1, 2001)/
C	Landsat Data Continuity Mission (LDCM) Acronym List and Lexicon (dated November 1, 2001)/
D	Landsat Data Continuity Mission (LDCM) Data Policy (dated October 29, 2001)
E	Landsat Data Continuity Mission (LDCM) Lincoln Labs/ALI Technology Support (dated November 1, 2001)/
F	Small Business Subcontracting Plan (TBD)/TBD*
G	MIT/LL Technology Transfer Support SOW (TBD)/TBD*

***The Offeror shall submit Attachments F and G, (Attachment G only if applicable) with its proposal -- This remark and the * above will be deleted in the signed contract version submitted with the proposal. The offeror shall also correct the reference to the document (title, date, and number of pages.)**

(End of clause)

SECTION K OF RFPW-09635-JLB
REPRESENTATIONS AND CERTIFICATIONS AND OTHER STATEMENTS

K. 1 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS (FEB 1999)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 37 U.S.C. 4212(d) (i.e., the VETS-100 report required by Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has submitted the most recent report required by 37 U.S.C. 4212(d).

(End of provision)

K. 2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (52.203-2) (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization].

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

K. 3 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (52.203-11) (APR 1991)

(a) The Definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

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(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

K. 4 TAXPAYER IDENTIFICATION (52.204-3) (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal government;

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(e) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____

(f) Common Parent.

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- ☐ Name and TIN of common parent:
Name _____
TIN _____

(End of provision)

K. 5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (52.204-5) (MAY 1999)

(a) Definition. "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ☐ is a women-owned business concern.

(End of provision)

K. 6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (52.209-5) (APR 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are or are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have or have not, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; [This language stayed indefinitely. Please use paragraph (a)(1)(i)(D) below.]

(C) Are or are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and [This language stayed indefinitely. Please use paragraph (a)(1)(i)(E) below.]

(D) Have or have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

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(E) Are o are not o presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(D) of this provision.

(ii)(A) [This paragraph (a)(1)(ii) is stayed indefinitely.] The offeror, aside from the offenses enumerated in paragraphs (a)(1)(i)(A), (B), and (C) of this provision, has o has not o within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws-

(1) Been convicted of a Federal or State felony (or has any Federal or State felony indictments currently pending against them); or

(2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

(iii) The Offeror has o has not o, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K. 7 PLACE OF PERFORMANCE (52.215-6) (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of performance
(street address, city, state,
county, zip code)

Name and address of owner and
operator of the plant or facility
if other than offeror or respondent

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(End of provision)

**K. 8 SMALL BUSINESS PROGRAM REPRESENTATIONS (52.219-1) (MAY 2001)--ALTERNATE I (OCT 2000)
AND ALTERNATE II (OCT 2000)**

52.219-1 Small Business Program Representations.

As prescribed in 19.307(a)(1), insert the following provision:

Small Business Program Representations (May 2001)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is _____
[insert NAICS code].

(2) The small business size standard is _____ [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it o is, o is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]

The offeror represents, for general statistical purposes, that it o is, o is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]

The offeror represents as part of its offer that it o is, o is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]

The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(6) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that-

(i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and (ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The

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Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam,

Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding. (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is [?? Contract specialist--insert NAICS code].

(2) The small business size standard is [?? Contract specialist--insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(c) Definitions. As used in this provision-

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

K. 9 SMALL DISADVANTAGED BUSINESS STATUS (52.219-22) (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations. (1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either—

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/ / (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

/ / (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) / / For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall—

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of provision)

K.10 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (52.222-22) (FEB 1999)

The offeror represents that--

(a) It / / has, / / has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It / / has, / / has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

K.11 AFFIRMATIVE ACTION COMPLIANCE (52.222-25) (APR 1984)

The offeror represents that (a) it / / has developed and has on file, / / has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it / / has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

K.12 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (52.223-13) (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

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(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

/ / (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

/ / (ii) The facility does not have 10 or more full time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

/ / (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

/ / (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

/ / (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory of possession over which the United States has jurisdiction.

(End of provision)

K.13 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (52.230-1)(JUNE 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6).

I. DISCLOSURE STATEMENT - COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR, Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

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(c) Check the appropriate box below:

/ / (1) Certificate of Concurrent Submission of Disclosure
Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal Official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or cognizant Federal official acting in that capacity and/or from the looseleaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

/ / (2) Certificate of Previously Submitted Disclosure
Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official where
filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

/ / (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

/ / (4) Certificate of Interim Exemption

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REPRESENTATIONS AND CERTIFICATIONS AND OTHER STATEMENTS

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS - ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

/ / The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

/ / YES

/ / NO

(End of provision)

SECTION L OF RFPW-09635-JLB
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L. 1 SECTION L PROVISIONS INCORPORATED BY REFERENCE

(52.204-6)	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUNE 1999)
(52.211-14)	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)(DO rated)
(52.214-34)	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
(52.214-35)	SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)
(52.215-1)	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (MAY 2001)
(52.215-16)	FACILITIES CAPITAL COST OF MONEY (OCT 1997)
(52.219-24)	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--TARGETS (OCT 2000)
(1852.227-71)	REQUESTS FOR WAIVER OF RIGHTS TO INVENTIONS (APR 1984)
(1852.233-70)	PROTESTS TO NASA (MAR 1997)

(End of By Reference Section)

L. 2 COMMUNICATIONS REGARDING THIS SOLICITATION (GSFC 52.215-96) (AUG 2000)

Any questions or comments regarding this solicitation shall cite the solicitation number and be directed to the following Government representative:

Name: James L. Becker
Phone: 301-286-4223
(collect calls not accepted)
FAX: 301-286-0356
E-Mail: jbecker@pop200.gsfc.nasa.gov
*Address: Goddard Space Flight Center
Greenbelt, MD 20771
Attention: Jim Becker, *Mail Code 210.H

*(Note: Must be complete, including Mail Code, on all transmittals.)

The Government will answer relevant and appropriate questions regarding this solicitation. Any offeror questions should be submitted as soon as possible.

(End of provision)

L. 3 TYPE OF CONTRACT (52.216-1) (APR 1984)

The Government contemplates award of a Firm-fixed Price (FFP) contract resulting from this solicitation.

Note that while this FAR clause addresses the type of contract to be awarded it is not intended to modify the intent of the RFP to possibly award multiple Fixed Price contracts.

(End of Provision)

L. 4 SERVICE OF PROTEST (52.233-2) (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

Bid Office – Mail Code 210.H
Building 17, Room S142

SECTION L OF RFPW-09635-JLB
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

Attention: Jim Becker/RFPW-09635-JLB
Goddard Space Flight Center
Greenbelt, MD 20771

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

L. 5 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

Federal Acquisition Regulation (FAR) provisions:

<http://www.arnet.gov/far/>

NASA FAR Supplement (NFS) provisions:

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

(End of provision)

L. 6 PROPOSAL PAGE LIMITATIONS (1852.215-81) (FEB 1998)

(a) The following page limitations are established for each portion of the proposal submitted in response to this solicitation.

<u>Proposal Section</u>	<u>Page Limit</u>
Technical Proposal	100 pages*
Business Concept**	25 pages
Business Proposal	25 pages***
Price Proposal (not a separate document, just fill-ins to the model contract)	no limit

*The page limitation for the Technical Proposal does NOT include the Small Business Subcontracting Plan AND the Small Disadvantaged Business Participation Program information, or any proposed SOW for MIT/LL technology transfer services.

**The Government recognizes that not every Offeror necessarily intends to market or sell data and data products commercially. However, Offerors who do intend to market and/or sell such data and data products are required to submit information identified in this RFP as a "Business Concept." The Business Concept portion instructions (Section L) and evaluation description (Section M) of this RFP are included under subfactor C: Capability to Perform Formulation and Implementation of the Mission Suitability factor. Any Business Concept information is limited to 25 pages, and should be included as part of the Offeror's Technical Proposal. In order for the Government to properly evaluate this information, Offerors should separate and clearly identify this section. Business Concept information submitted will not count against the 100-page limitation on the Technical Proposal. However, any material included in the Business Concept section that could be construed as belonging in either (1) other sections of the Technical Proposal or (2) the Business Proposal, and not relevant to the Business Concept section will be removed, and counted against the appropriate page limitation.

SECTION L OF RFPW-09635-JLB
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

***The page limitation for the Business Proposal does NOT include the model contract.

(b) A page is defined as one side of a sheet, 8 ½" x 11", with at least one inch margins on all sides. Type should be in Times New Roman. Font size for text shall be 12 point with normal kerning (spacing between individual characters) and 14 point leading (line spacing). Font size for text in figures and tables shall be 8 point or larger. Foldout pages may be used where appropriate but each foldout will count as the equivalent number of 8 ½" x 11" pages rounded up to the nearest whole number. That is: an 11" x 17" fold-out page with printing on one side will count as two pages, whereas an 11" x 20" fold-out page with printing on one side will count as three pages. Illustrations, charts, etc., are all included in the limitation total. Cover and title pages (with no more text than needed to identify the subsequent pages), tables of contents, indices, tabs/dividers (without text) and an acronym list (if so included) are excluded from the page count. Offerors are cautioned that pages not in compliance with this solicitation instruction will not be considered in the evaluation and will be returned to the offeror.

(c) If final proposal revisions are requested, separate page limitations will be specified in the Government's request for that submission.

(d) Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government.

(End of provision)

L. 7 OVERVIEW, STANDARD FORM 33 AND SUBMITTAL OF OFFER

1. Overview

Proposals shall be organized into a contract volume (SF33, contract, and section K), Technical Volume and a Business Volume.

Offerors shall use the structure provided below (consistent with the Mission Suitability subfactors) for their Technical Proposal. The Technical Proposal must have sections corresponding to each subfactor. Information shall be presented in the same sequence given by the proposal instructions.

2. SF 33, Contract Sections B-J (with Offeror fill-ins), and Section K

Blocks 12 through 18 of the SF 33 and the indicated offeror required fill-ins in Sections B-K must be completed. The signed SF33 (in four original signatures), the model contract (sections B-J with attachments) with any fill-ins completed, and all of Section K shall be submitted. The balance of the solicitation need not be returned.

3. Offer Acceptance Period

It is requested that offerors indicate, in Block 12 of the SF 33, a proposal validity period of 180 days. However, in accordance with paragraph (d) of FAR provision 52.215-1, "Instructions to Offerors--Competitive Acquisitions", a different validity period may be proposed by the offeror.

4. Summary of Exceptions

List all exceptions to the terms and requirements of Sections A through J of this solicitation, to the Representations and Certifications (Section K) or to the information requested in Section L. Include the reason for the exception, or refer to where the reason is addressed in the proposal. This list must include all exceptions, both "business" and "technical". Offerors are cautioned that exceptions may result in a determination of proposal unacceptability (NFS 1815.305-70), may preclude award to an offeror if award is made without discussions, or may otherwise affect an offeror's competitive standing.

(End of Text)

SECTION L OF RFPW-09635-JLB
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L. 8 TECHNICAL PROPOSAL INSTRUCTIONS (COMPETITIVE)

The Technical Proposal must include a discussion of your plan for meeting the requirements of the contemplated contract. The Technical Proposal should be specific, detailed, and complete enough to clearly and fully demonstrate that you understand the requirements and the inherent problems associated with the objectives of this procurement. Stating that you understand and will comply with the specifications, or paraphrasing the specifications is inadequate as are phrases such as: "Standard procedures will be employed" and "Well-known techniques will be used." The Technical Proposal must be sufficient as to how you propose to comply with the applicable specifications, including a full explanation of the techniques and procedures you propose to follow. Information previously submitted, if any, will be considered only to the extent it is resubmitted. It should not be incorporated by reference.

Proposals will be evaluated for compliance with all of the requirements specified in this solicitation including the Statement of Work, the Data Specification, the Data Policy, and all of the contractual provisions and clauses.

The Government intends to gain insight into the design concept for the data collection, archive, processing, and order based distribution system that the offeror intends to develop and operate to satisfy the LDCM requirements. If the offeror plans to modify an existing system, then the Government intends to understand how the existing system, in its modified form, will satisfy the LDCM requirements.

The proposed design concepts are not required to address data specification goals listed in table 1.5-1 of 427-SPEC-00001 and are not required to address the addition of the spectral bands specified in sections 8 and 9 of 427-SPEC-00001.

1. Detailed Mission Suitability Instructions:

Subfactor A: LDCM Development Approach

In this section, the offeror shall provide its approach to develop a system to satisfy the LDCM requirements.

The offeror shall describe its approach to develop the LDCM Preliminary Design including, but not limited to, its methodology for analyzing the LDCM requirements, conducting trade studies, performing system level analyses, and generating the preliminary design.

The offeror shall describe its System Engineering approach and controls to be used throughout the LDCM life cycle. The offeror shall indicate what it plans to include in the Preliminary Design Review (PDR) to be held at the end of the Formulation Phase.

The offeror shall provide a preliminary end-to-end system block diagram including all system interfaces that it plans to develop to satisfy the LDCM requirements. The block diagram shall be sufficiently detailed so as to show how the major LDCM requirements are distributed among the spacecraft bus(s), the instrument(s), and the ground system. The offeror shall describe the facilities that will be used to design, fabricate, assemble, integrate, and test the major system elements.

The offeror shall describe its concept for its spacecraft bus(s). The concept shall include, but not be limited to, whether the bus is standard or a new design; if standard, identify the bus provider, model number, anticipated configuration, and its flight heritage in similar applications; if a new design, identify who will design and build it and indicate the flight heritage of any of the subsystem elements of the bus.

The offeror shall describe its concept for the instrument(s) used to collect the LDCM data including instrument system elements and their design heritage. The offeror shall describe its concept for the calibration and characterization of the instrument(s) both pre and post launch including, but not limited to, any specialized equipment and facilities required and a description of the Government's participation in the process.

The offeror shall describe its concept for the launch and on-orbit deployment of the space-based portion of the system including, but not limited to, launch vehicle selection and use of a dedicated launch vehicle or a shared ride.

SECTION L OF RFPW-09635-JLB
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

The offeror shall describe its software development concept for the spacecraft bus and instrument(s) (i.e. flight software) and the ground systems (i.e. mission operations software and data archive, processing, and distribution software).

The offeror shall describe its concept for the data collection and archive that it intends to implement or use to hold the LDCM data. The offeror shall provide a preliminary data flow diagram starting with the flow of data from the space-based data collection sensor into an active archive system and ending with the formal delivery of the Government's data to the NSLRSDA. The offeror shall describe its concept for operating the active archive system, the data processing system, the data ordering system, and the data distribution system to create and distribute the LDCM data products. The offeror shall describe the process to be used to develop the data product generation algorithms.

The offeror shall describe its concept for operating the end-to-end system that provides LDCM data. The offeror shall describe how its data system concept addresses the goals of the LDCM data policy. The description shall include a concept for scheduling data acquisition and processing. The description shall also include a concept for resolving any conflicts between commercial data and LDCM data acquisition and processing.

If the offeror intends to utilize the services identified in attachment E, MIT/Lincoln Laboratory ALI Technology Transfer Support, the offeror shall provide, as part of its proposal, a detailed Statement of Work (SOW) for the required services. The statement of work provided shall include only those types of services within the scope of work identified in attachment E. In addition, the offeror shall include a proposed not-to-exceed amount for the type and level of service identified. If the offeror is selected for and awarded a contract as a result of this RFP, the statement of work shall be incorporated into clause J.1 as contract attachments, but only if found acceptable to the agency responsible for the MIT/LL arrangement and approved by NASA.

The offeror shall describe its concept for providing an additional five years of LDCM data for the Government after the initial five-year period, including its approach for realistic long-term pricing for the additional five years of LDCM data.

If applicable, the offeror shall provide its concept for providing data to and interfacing with international cooperators.

Subfactor B: Risk Assessment

In this section, the offeror shall provide information about its LDCM design, development, and operation concept that will allow for risk evaluation.

The offeror shall describe its concept and approach to risk management including, but not limited to, how risk will be identified, evaluated, managed, and retired. The offeror shall identify the key technology, technical, development, or programmatic risk elements for its LDCM development concept. Briefly indicate the approach that will be used to mitigate each risk element.

The offeror shall identify the key technical risk areas of its design concept for detailed discussion. The offeror shall prioritize them according to risk level. For each key area the offeror shall provide: a description of the risk, the approach to minimize the risk, and its experience with similar technical areas and lessons learned that are relevant to the LDCM requirements.

The offeror shall describe any advanced technology items in its design concept and indicate the maturity of the technology items. The offeror shall provide its approach to acquire the advanced technology items and provide the steps needed to make the technology items mission ready. The offeror shall describe the risk of using these technology items and provide its approach to retire the risk for each item. The offeror shall discuss its experience and lessons learned in applying advanced technology in similar systems.

The offeror shall describe any schedule risk associated with achieving an operational capability of the LDCM system by March 2006 including an estimate of schedule reserve. Operational capability is defined as being able to collect and archive the specified calibrated and validated LDCM data and having the capability to process and distribute validated LDCM data products in response to customer requests.

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If the offeror's concept includes collecting additional LDCM data or collecting and producing non-LDCM specified data or data products, describe the elements of the system concept that will be used for this purpose. The offeror shall identify any additional risks and how these risks will be mitigated.

The offeror shall identify any Government furnished equipment, software, services, or technologies included in the offeror's design concept and shall indicate how the offeror intends to utilize and obtain these items.

Subfactor C: Capability to Perform Formulation and Implementation

In this section, the offeror must demonstrate its ability to perform both phases of the LDCM program, Formulation and Implementation.

The offeror shall describe its management approach including, but not limited to, program management, schedule, configuration control, subcontracts, mission assurance, and resource management. The management approach shall also include the offeror's approach to give the Government insight into LDCM development and operations. The insight shall extend beyond the planned monthly reviews and formal program reviews required by the Statement of Work. The offeror shall describe its internal review process and its anticipated Government role in these reviews. The offeror shall describe why Government participation is necessary in each instance, as well as how that participation will not absolve the Contractor of accountability. The offeror shall describe its approach to evaluating and resolving any deficiencies or concerns identified by the Government.

The offeror shall provide a corporate organizational chart that will indicate the location of the LDCM program in its corporate structure. In addition, the offeror shall provide an LDCM program organizational chart identifying all key managerial positions, by title, and level of decision-making authority within the program. The offeror shall indicate the visibility that the program will have with upper management during all phases of the LDCM lifecycle.

If teaming Contractors or subcontractors are proposed, describe their interfaces with your organizational structure and provide: (1) a separate organization chart for each teaming Contractor and subcontractor, (2) the basis for selection of the teaming Contractor or subcontractor, and (3) the nature and extent of the work to be performed by the teaming Contractor or subcontractor. The offeror shall describe how the prime contractor and subcontractors will work effectively as an integrated team.

Offerors shall provide position descriptions of the type of personnel the offeror intends to provide to perform and meet the requirements identified in the SOW. The offeror shall submit no more than eight position descriptions. These descriptions should reflect those positions that the offeror feels are most significant to manage/perform the scope of effort identified in the SOW. Position descriptions shall include, at a minimum, a brief description of the position and that position's responsibility for the performance of the work, as well as a detailed summary of the type of education and experience required.

The offeror shall describe the System Assurance Program contemplated for each life cycle phase of the LDCM program. The offeror shall indicate the heritage of the System Assurance Program.

If applicable, the offeror shall describe its business and marketing concepts and plans including, but not limited to, marketing and selling of data or data products, any anticipated commercial market, anticipated business base projections during the five years of data production with a particular emphasis on assumptions, marketing approaches for data and products and any commitments to non-NASA/USGS users. Offerors shall also identify any anticipated sources of primary and alternative non-Government funding, a description and anticipated percentage of any system development cost offsets or any other benefits to the government. All business/marketing concept information shall be included in the offeror's "Business Concept" proposal section.

Small Business Subcontracting Program (Refer to FAR 19.7)

This applies ONLY to large businesses.

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INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This solicitation contains FAR clause 52.219-9, "Small Business Subcontracting Plan--Alternate II". The Subcontracting Plan described and required by the clause, including the associated subcontracting percentage goals and subcontracting dollars, must be submitted with your proposal.

The Contracting Officer's assessment of appropriate subcontracting goals for this acquisition, EXPRESSED AS A PERCENT OF CONTRACT VALUE, are as follows:

Small Disadvantaged Business Concerns	4%
Women Owned Small Business Concerns	2%
Historically Black Colleges and Universities	0%
HUBZone Small Business Concerns	0%
Veteran Owned Small Business Concerns	0%
*Other Small Business Concerns	0%
 Total Small Business Subcontracting	 6%

*Those Small Business Concerns that are not Small Disadvantaged, Women Owned, Historically Black Colleges and Universities, HUBZone Small Business Concerns, or Veteran Owned Small Business Concerns.

Offerors are encouraged to propose goals that are equivalent or greater than those recommended by the Contracting Officer. However, offerors should perform an independent assessment. The goals included in the submitted Subcontracting Plan may be higher, lower, or the same as the recommended goals, depending upon the offeror's independent assessment.

Offerors are advised that a proposal will not be rejected solely because the submitted Plan does not meet the NASA recommended goals that are expressed above in terms of percent of contract value.

The submitted Small Business Subcontracting Plan and proposed goals will be evaluated within the Subfactor C, Capability to Perform Formulation and Implementation subfactor under the Mission Suitability Factor as discussed in Section M.

(NOTE: FOR PURPOSES OF THE SUBCONTRACTING PLAN, THE PROPOSED GOALS MUST BE STATED AS A **PERCENT OF TOTAL SUBCONTRACTS**, NOT AS A PERCENT OF CONTRACT VALUE. REFER TO THE BELOW EXAMPLE)

Begin example

Assume a proposed contract value of \$20M and proposed goals that equate to the following which are EXPRESSED AS A PERCENT OF CONTRACT VALUE:

Small Disadvantaged Business Concerns	4.5%
Women Owned Small Business Concerns	2%
Historically Black Colleges and Universities	.5%
HUBZone Small Business Concerns	.5%
Veteran Owned Small Business Concerns	1.5%
*Other Small Business Concerns	11%
 Total Small Business Subcontracting	 20%

Then, the resulting statement of dollars that the offeror would include in the Subcontracting Plan, as required by paragraph (d)(2) of FAR clause 52.219-9, would be as follows:

Small Disadvantaged Business Concerns	\$900,000
Women Owned Small Business Concerns	400,000
Historically Black Colleges and Universities	100,000
HUBZone Small Business Concerns	100,000

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Veteran Owned Small Business Concerns	300,000
*Other Small Business Concerns	2,200,000
 Total Small Business Subcontracting	 4,000,000

HOWEVER, the Subcontracting Plan must express goals as a percent of total planned subcontracts. Assuming total subcontracting of \$10M, the resulting percentage goals, EXPRESSED AS A PERCENT OF TOTAL SUBCONTRACT DOLLARS, and which would be stated in the Subcontracting Plan as required by paragraph (d)(1) FAR clause 52.219-9 would be:

Small Disadvantaged Business Concerns	9%
Women Owned Small Business Concerns	4%
Historically Black Colleges and Universities	1%
HUBZone Small Business Concerns	1%
Veteran Owned Small Business Concerns	3%
*Other Small Business Concerns	22%

(End of example)

Subfactor D: Small Disadvantaged Business (SDB) Participation

(Notice: These instructions apply to BOTH large and small business offerors except SDB offerors. They apply to SDB offeror(s) ONLY if the SDB offeror has waived the price evaluation adjustment factor by completing paragraph (c.) of FAR clause 52.219-23, "Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns" in Section I of this solicitation. The waiver, if elected, makes the particular SDB offeror INELIGIBLE for the price evaluation factor adjustment but ELIGIBLE for the "evaluation credit" (points) associated with the SDB participation subfactor described in Section M.)

This solicitation is for a requirement within one of the Major Standard Industrial Classifications determined by the Department of Commerce in accordance with FAR 19.201(b) and meets the applicability conditions of FAR 19.12, "Small Disadvantaged Business Participation Program."

A separate Mission Suitability subfactor for SDB participation is described in Section M.

Offerors must:

- a. Complete GSFC clause 52.219-91, "Small Disadvantaged Business Participation--Contract Targets," in Section H of this solicitation
- b. Briefly describe work that will be performed by SDB subcontractor(s). Identify any work considered "high technology." If the subcontractor(s) is known, tie the work to the subcontractor identified by the offeror in GSFC clause 52.219-91.
- c. Provide the offeror's record of past participation of SDB concerns in subcontracts and the type of work subcontracted such as production, engineering services, research, development, etc. over the past three full years. Copies of SF 295's can be part of the supporting information submitted.
- d. Identify, by contract number and contracting agency, SDB subcontracting incentives earned under any Government contracts in the last three years. If incentives were available, but not earned, so state.
- e. Provide a brief description of the offeror's established or planned procedures and organizational structure for SDB outreach, assistance, counseling, market research and SDB identification, and relevant purchasing procedures. Large businesses may reference applicable portions of the submitted Small Business Subcontracting Plan.
- f. The offeror should provide a brief description of how they have encouraged (and will continue to encourage) participation in the LDCM procurement.

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INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

Summary of Deviations\Exceptions (Technical Proposal)

Identify and explain the reason for any deviations, exceptions, or conditional assumptions taken with respect to these technical proposal instructions or to any of the technical requirements of this solicitation, such as the Statement of Work and related specifications.

(End of text)

L.9 BUSINESS PROPOSAL INSTRUCTIONS (COMPETITIVE)

This portion of the proposal should include all cost/price information.

The term "Business Proposal" is not limiting. While these instructions require the submittal of information that is primarily of a "business" nature, some "technical" information is also required.

1. Past Performance

The information requested below is anticipated to be sufficient for purposes of the evaluation of past performance. However, offerors may submit additional information at its discretion if they consider such information necessary to establish a record of relevant past performance. Refer to FAR 15.305(a)(iii).

(Note: Those offerors intending to submit Past Performance information that is classified should contact the Contracting Officer, Jim Becker, at 301-286-4223, so that arrangements may be made for proper handling/receipt of such information.)

Provide two matrices of relevant contracts listing:

- a. All relevant systems delivered in the past five years for which the offeror, or its proposed major subcontractors, were the prime Contractor or a major subcontractor.
- b. All relevant systems currently in development for which the offeror, or its proposed major subcontractors, is/are the prime contractor or a major subcontractor.

Relevant systems include space-based systems; ground control systems for space-based elements; and data processing, data archive, and data distribution systems.

*NOTE: "Major Subcontractor" is defined as any subcontract >10% of the overall contract value.

1.1 Contents of MATRIX 1

In the first matrix, provide a listing of relevant systems for which the offeror was the prime Contractor or a major subcontractor that have been delivered during the past five years. This matrix should contain the following columns (the column headings are given in all caps, as follows):

- a. NAME OF PROJECT AND LAUNCH/OPERATIONAL DATE
- b. SCOPE OF WORK- Worked performed and/or elements provided.
- c. BUYER - The buyer of the system, including name and address.
- d. CONTRACT NUMBER & TYPE - The contract number under which it was bought, and contract type

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- e. AWARD DATE & METHOD - The contract award date (actual or anticipated), and was it competitive or not
- f. C.O. & C.O.T.R. - The name and phone number of the Contracting Officer and the Contracting Officer's Technical Representative (or their equivalent for commercial contracts) at the time of the delivery
- g. PERFORMANCE SUCCESS - The success rate of the system in terms of meeting the requirements stated in the contract. This should be stated as a percentage, with an explanation of how you calculated the percentage. Please describe any major technical problems and how they were overcome.
- h. COMPARABILITY - Provide a brief description of how the system is comparable to the LDCM requirements. It is not sufficient to state that it is comparable in magnitude and scope. Rationale must be provided to demonstrate that it is comparable.
- i. SCHEDULE SUCCESS - The success record in meeting contractual delivery dates, and explanations for any deviations from those dates.
- j. ORIGINAL VALUE - The value of the contract at the time it was awarded (if it started as a letter contract, at the time it was definitized), inclusive of profit/maximum potential fee, and inclusive of fully priced options that were exercised since award.
- k. CURRENT/FINAL VALUE - The current contract value, with identification of the total amount of any increases attributed to:
- changes directed by the buyer
 - cost growth which was your responsibility
 - added scope
 - other causes

If the contract was fixed price, and you suffered a loss under the contract, state the value of the loss, and the reason it occurred.

- l. CONTRACT REVISIONS - If the contract was descoped or partially terminated for any reason, or if the terms and conditions were significantly restructured for any reason, or if there were any major waivers or deviations granted by the buyer, explain why this was done, and the impact on the contract.

SPECIAL INSTRUCTIONS for MATRIX 1

Include as much information as you can in the matrix itself. If it is not possible to include all the information in the matrix, include the information in footnotes following the matrix, clearly labeled to provide traceability to the matrix itself.

List systems in reverse chronological order, beginning with the most recent. It is not necessary to repeat information previously given in the matrix. If the information is the same for two systems, just include a statement in the matrix saying "SAME AS _____".

Provide the name, title, and phone number of the Government or customer personnel that we can contact to verify the accuracy of the information.

If you were not the prime contractor, but you did play a significant role in such relevant systems, provide the information to the best of your ability, and explain in the footnotes exactly what role you played.

1.2 Contents for MATRIX 2

In the second matrix, provide a listing of all of the relevant systems for which the offeror is or will be the principal Contractor or major subcontractor that are currently in development and for which the final delivery has not been made. Include all

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INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

system deliveries that are anticipated during the next three years. The matrix should contain the following columns (The column headings are given in all caps, as follows):

- a. NAME OF PROJECT & EXPECTED DELIVERY DATE - The name of the mission or system and the date you expect it will be ready for delivery.
- b. SCOPE OF WORK- Worked performed and/or elements to be provided.
- c. BUYER - The buyer of the system, including name and address.
- d. CONTRACT NUMBER & TYPE - The contract number under which it is being bought, and contract type
- e. AWARD DATE & METHOD - The contract award date (actual or anticipated), and was it competitive or not
- f. C.O. & C.O.T.R. - The name and phone number of the Contracting Officer and the Contracting Officer's Technical Representative (or their equivalent for commercial contracts) at the present time
- g. COMPARABILITY - Provide a brief description of how the system is comparable to the LDCM requirements. It is not sufficient to state that it is comparable in magnitude and scope. Rationale must be provided to demonstrate that it is comparable.
- h. ANTICIPATED PERFORMANCE SUCCESS RATE - The projected system success rate in terms of meeting the performance requirements stated in the contract. This should be stated as a percentage, with an explanation of how you calculated the percentage. Please describe any major technical problems and how they were overcome.
- i. ANTICIPATED SCHEDULE SUCCESS - The probability of meeting the contractual dates, and explanation for any deviations from those dates.
- j. ORIGINAL VALUE - The value of the contract at the time it was awarded (if it started as a letter contract, at the time it was definitized), inclusive of fully priced options that were exercised since award.
- k. CURRENT/PROJECT VALUE - The current and projected final contract value, with identification of the present and the final projected total values of the increases attributed to:
 - changes directed by the buyer
 - cost growth which was your responsibility
 - added scope
 - other causes

If the contract is fixed price, and you are suffering a loss or projected loss under the contract, state the value of the loss, and the reason for it.

- l. CONTRACT REVISIONS - If the contract was descoped or partially terminated for any reason, or if the terms and conditions were significantly restructured for any reason, or if there were any major waivers or deviations granted by the buyer, explain why this was done, and the impact on the contract.

SPECIAL INSTRUCTION for MATRIX 2

Include as much information as you can in the matrix itself. If it is not possible to include all the information in the matrix, include the information in footnotes following the matrix, clearly labeled to provide traceability to the matrix itself.

List the systems in chronological order, beginning with the one next expected for delivery.

Provide the name, title, and phone number of the Government or commercial customer personnel that we can contact to verify the accuracy of the information.

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If you are not the prime contractor, but you will play a significant role in such relevant systems, provide the information to the best of your ability, and explain in the footnotes exactly what role you will play.

2. Cost/Price Information

The offeror is required to furnish pricing information by completing all required cost/price fill-ins included in the contract schedule for this solicitation. The offeror shall not submit a firm fixed price offer that exceeds the ceiling price of \$5 Million. (Note: This not-to-exceed amount of \$5 million must include the cost of any required support identified by the offeror from MIT/LL. The total of the not-to-exceed cost of the MIT/LL support when added to the total firm-fixed price of this contract as stated in clause B.2 FIRM FIXED PRICE, shall not exceed \$5,000,000.)

3. Additional Information to be Furnished

a. Waiver of Rights to Inventions

This solicitation contains NASA FAR Supplement (NFS) clause 1852.227-70, "New Technology" and NFS provision 1852.227-71, "Request for Waiver to Rights to Inventions." Any petitions for advance (prior to contract execution) waiver of rights to inventions should be included in the Business proposal.

b. Export Laws

Performance of this contract to collect and process LDCM data will be subject to the export licensing jurisdiction of the Department of State, and its International Traffic in Arms Regulations, 22 CFR 120-130 (United States Munitions List, Category XV). To the extent of any foreign involvement in a particular proposal, the proposer shall describe how they have or will comply with U.S. export control laws and regulations for the involvement of foreign participants. If an export license was required for the preparation or submission of a proposal with foreign content, a copy of such license must be provided with the proposal.

If the proposer is a joint venture or consortium of companies or entities and one or more of those companies or entities is foreign, the proposer shall disclose in the proposal where the foreign company or entity is legally incorporated or has legal status, and the extent of the proposed entity's involvement in the program.

(End of Text)

L.10 PROPOSAL MARKING AND DELIVERY

1. Receiving Office

The designated receiving office for proposals is the Bid Room located on the premises of the Goddard Space Flight Center, Greenbelt, Maryland, in Building 17, Room S-142. The Bid Room hours are 8:00 AM to 4:30 PM, Monday through Friday, except Government Holidays. Proposals must be received by the date and time stated on the solicitation face page.

NOTE TO OFFERORS: BASED ON THE EVENTS THAT OCCURRED ON SEPTEMBER 11, 2001, NASA/GODDARD SPACE FLIGHT CENTER IS AT A HEIGHTENED SECURITY LEVEL. ACCESS TO THE CENTER BEYOND GSFC'S MAIN GATE HOUSE FOR THOSE HAND-CARRYING PROPOSALS (CONTRACTOR PERSONNEL OR COURIERS) MAY OR MAY NOT BE AVAILABLE. WHEN HAND-CARRYING PROPOSALS, OFFERORS SHOULD, AS PER NORMAL PROCEDURE, REPORT FIRST TO GSFC'S MAIN GATE HOUSE. FURTHER DELIVERY INSTRUCTIONS WILL BE PROVIDED, IF NECESSARY, AT THAT TIME.

Offerors must either deliver its proposal, modifications or withdrawals by U. S. Postal Service Mail or *hand delivery (which includes the use of a commercial delivery service). Regardless of the delivery method chosen, the proposal must be closed and sealed as if for mailing.

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*Note: Non-U.S. citizens that do not have a "green card" will not be given access to the Goddard Space Flight Center for the purpose of proposal delivery.

2. External Marking

[PLEASE NOTE THE ADDITIONAL MARKING REQUIREMENTS IN (b) IF A COMMERCIAL DELIVERY SERVICE IS USED]

(a) The required mailing address/external marking for proposals is as follows:

"NASA/Goddard Space Flight Center
Greenbelt, MD 20771 Attention: Bid Room, Code 213
Building 17, Room S142
RFP W-09635-JLB
Box ____ of ____
PROPOSAL--DELIVER UNOPENED"

(b) If the proposal is to be delivered by a commercial delivery service such as United Parcel Service, Federal Express, DHL, Purolator, etc., place the following on the outside of the carrier's envelope or package cover: (offeror must complete fill-in appropriately)

Same information in (a) above and--

•COMMERCIAL DELIVERY PERSONNEL: THIS PROPOSAL MUST BE HAND CARRIED DIRECTLY TO THE BID ROOM, BUILDING 17, ROOM S142 and RECEIVED NO LATER THAN 10:00 AM local time on December 19, 2001. THE BID ROOM IS OPEN FROM 8:00 AM TO 4:30 PM, MONDAY THROUGH FRIDAY, EXCEPT GOVERNMENT HOLIDAYS."

(End of provision)

L.11 PROPOSAL COPIES

The following matrix specifies the required number of copies of each proposal volume.

<u>PROPOSAL VOLUME</u>	<u>COPIES REQUIRED</u>
SF 33 (WITH OFFEROR FILL-INS) AND SECTION K	4 Signed Originals
TECHNICAL PROPOSAL	20
BUSINESS PROPOSAL	10

The offeror must submit two electronic/software versions (MS Office compatible or Portable Document Format) of its technical and business volumes. The version should be text only. One of the two copies shall be identified as backup. These disks will be used primarily to assist evaluators with focused (e.g. keyword) searches for information with your proposal. The electronic text only version will NOT be used to evaluate the proposal. Only the paper copy will be used for this purpose.

(End of provision)

-----END OF SECTION-----

**SECTION M OF RFPW-09635-JLB
EVALUATION FACTORS FOR AWARD**

M.1 RESERVED.

M.2 SOURCE SELECTION AND EVALUATION FACTORS--GENERAL

1. Source Selection

This competitive negotiated acquisition shall be conducted in accordance with FAR 15.3, "Source Selection", and NASA FAR Supplement (NFS) 1815.3, same subject. The Source Evaluation Board procedures at NFS 1815.370, "NASA formal source selection" will apply.

The attention of offerors is particularly directed to NFS 1815.305, "Proposal evaluation" and to NFS 1815.305-70, "Identification of unacceptable proposals".

A trade-off process, as described at FAR 15.101-1, will be used in making source selection.

2. Evaluation Factors and Subfactors

The evaluation factors are Mission Suitability, Past Performance, and Price. These factors, as described at NFS 1815.304-70, will be used to evaluate each proposal. This Section M provides a further description for each evaluation factor, inclusive of subfactors. Only the Mission Suitability factor is numerically scored.

Proposals will be evaluated for compliance with all of the requirements specified in this solicitation including the Statement of Work, the Data Specification, the Data Policy, and all of the contractual provisions and clauses.

3. Relative Order of Importance of Evaluation Factors

The Price Factor is significantly less important than the combined importance of the Mission Suitability Factor and the Past Performance Factor. As individual Factors, the Price Factor is less important than the Past Performance Factor, which is less important than the Mission Suitability Factor.

(End of Text)

M.3 MISSION SUITABILITY FACTOR

1. Mission Suitability Subfactors and Description of Each Subfactor

1.1 Subfactor A LDCM Development Approach

The Government will evaluate the quality and comprehensiveness of the offeror's approach to developing the LDCM Preliminary Design; the effectiveness of the offeror's proposed System Engineering approach and controls; and the completeness of the offeror's proposed items to be included in the PDR.

The Government will evaluate the completeness of the offeror's preliminary block diagram; the adequacy of the facilities proposed to be used for the design, fabrication, assembly, integration and test of the major system elements; the suitability of the spacecraft bus; the effectiveness and complexity of the instrument(s) planned to collect the LDCM data; the effectiveness of the offeror's concept for the instrument(s) calibration and characterization; and the effectiveness and the feasibility of the proposed role of the Government in the instrument(s) calibration and characterization.

The Government will evaluate the effectiveness and the feasibility of the offeror's concept for launch and deployment of the space-based portion of the system.

The Government will evaluate the effectiveness of the proposed software development concept for the flight software and the ground system software.

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The Government will evaluate the thoroughness of the offeror's data collection and archive concept; the completeness of the data flow diagram; the effectiveness of the offeror's operating concept for the active archive system, the data processing system, the data ordering system, and the data distribution system; and the thoroughness of the proposed process to be used to develop the data product generation algorithms.

The Government will evaluate the effectiveness of the offeror's concept for operating the end-to-end LDCM system including how the offeror's data system concept addresses the goals of the LDCM data policy, how the concept schedules data acquisition and processing, and how conflicts between LDCM data and commercial data acquisition and processing (if any) will be resolved.

The Government will evaluate how effective the offeror has integrated any support provided by MIT/LL in its technical approach, whether the proposed work by MIT/LL is consistent with Attachment E, and whether the allocation of resources proposed for MIT/LL support and the remaining activity is reasonable.

The Government will evaluate the feasibility of the proposed concept for providing an additional five years of LDCM data for the Government after the initial five-year period and, if applicable, the effectiveness and feasibility of the offeror's concept for providing data to and interfacing with international cooperators.

1.2 Subfactor B Risk Assessment

This subfactor provides the Government the information necessary to evaluate the development challenges and risks associated with the offeror's LDCM design, development and operation concept. The Government will evaluate the comprehensiveness of the offeror's approach to risk management and the impact and realism of the key LDCM risk elements identified by the offeror, and the effectiveness of the risk mitigation approach provided for each risk element.

The Government will evaluate the appropriateness and priority of the key technical risk areas identified by the offeror, the completeness of the description of the risk, and the effectiveness of the offeror's approach to minimize the risk; the relevance of the experience given with similar technical areas; and the applicability of the provided lessons learned relevant to the LDCM requirements.

The Government will evaluate the use and the maturity of advanced technology in the offeror's design concept; the feasibility of the proposed approach to acquire the advanced technology; assess the completeness of the steps needed to make the technology mission ready; the accuracy of the offeror's assessment of the technology risk and the feasibility of the offeror's approach to retire the risk; and the relevance of the offeror's experience and lessons learned in applying advanced technology in similar systems.

The Government will evaluate the realism of the offeror's proposed schedule risk assessment.

The government will evaluate the relative risk associated with a system that is designed to collect and produce non-LDCM specified data or data products, and the effectiveness of the risk mitigation elements of the design.

The Government will evaluate the risk associated with the offeror's proposed use of Government furnished equipment, software, services, or technologies.

1.3 Subfactor C Capability to Perform Formulation and Implementation

This subfactor includes the offeror's plans and approach to manage both the Formulation and Implementation Contracts. The Government will evaluate the offeror's ability to perform both phases, the effectiveness of the offeror's proposed management processes for program management, schedule, configuration control, subcontracts, mission assurance, resource management and Government insight; the thoroughness of the offeror's internal review process and the effectiveness of the Government's role in that process; and the effectiveness of the offeror's proposed approach to evaluating and resolving any deficiencies or concerns identified by the Government.

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EVALUATION FACTORS FOR AWARD

The Government will evaluate the extent of the corporate commitment as indicated by the offeror's corporate organizational chart showing the location of the LDCM program; the effectiveness of the offeror's LDCM program organizational chart identifying all managerial positions by title and level of decision-making authority; and the appropriateness of the visibility the program will have with upper management during all phases of the LDCM lifecycle.

The offeror's basis for teaming and subcontracting will be evaluated, as well as the quality and efficiency of the interface and relationships of the offeror and its subcontractors.

The offeror will be evaluated on its ability to provide a staff of professional personnel with appropriate experience to perform the effort required in the SOW.

The Government will evaluate the appropriateness and the effectiveness of the offeror's proposed System Assurance Program for each life cycle phase of the LDCM program and the relevance of the heritage of the System Assurance Program.

As applicable, the Government will evaluate the feasibility of the offeror's proposed business and marketing concepts and plans.

The Government will evaluate the reasonableness and acceptability of the proposed Small Business Subcontracting Plan and goals.

1.4 Subfactor D Small Disadvantaged Business (SDB) Participation (FAR 19.12)

Offerors should refer to FAR provision 52.219-24, "Small Disadvantaged Business Participation Program--Targets" in section L of this solicitation. This subfactor includes the percent of proposed SDB participation against total contract value with emphasis on complex or high technology work that will enhance the development of SDBs. Specific identification of SDB contractors and associated work and past performance of the offeror in meeting SDB goals and earning and associated incentives will be considered. The offeror's proposed plans, procedures, and organizational structure associated with ensuring attainment of proposed SDB targets will also be considered.

2. Weights and Scoring

In accordance with NFS 1815.304-70(b)(1), the Mission Suitability factor will be weighted and scored on a 1000-point scale.

The weights (points) associated with each Mission Suitability subfactor are as follows:

	Points
Subfactor A-- LDCM Development Approach	500
Subfactor B-- Risk Assessment	200
Subfactor C--Capability to Perform Formulation & Implementation	250
Subfactor D--Small Disadvantaged Business Participation	50
Total	<hr/> 1000

The Mission Suitability subfactors and the total Mission Suitability factor will be evaluated using the adjectival rating, definitions and percentile ranges at NFS 1815.305(a)(3)(A). The maximum points available for each subfactor will be multiplied by the assessed percent for each subfactor to derive the score for the particular subfactor. For example, if a subfactor has possible 200 points and receives a percent rating 80, then the score for that subfactor would be 160 points.

(End of text)

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EVALUATION FACTORS FOR AWARD**

M.4 PRICE EVALUATION FACTOR

This is a firm fixed price acquisition.

A price analysis will be conducted in accordance with FAR 15.305(a)(1). Price analysis is described at FAR 15.404-1(b). This analysis is done to ensure that the Government pays a "fair and reasonable" price. However, the analysis is not intended to be protective of the offeror.

If the offeror has proposed the use of any MIT/Lincoln Laboratory services described in contract attachment E, MIT/Lincoln Laboratory Services, the Government will evaluate the realism of any proposed not-to-exceed estimate for such services.

The Source Selection Authority will be presented the total Firm Fixed Price and the results of the price analysis.

This acquisition is a full and open competition. Refer to FAR subpart 19.11 and to FAR clause 52.219-23, "Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns." The adjustment will not be made if there are no Small Disadvantaged Business (SDB) offeror(s) or if all SDB offerors have waived the price adjustment.

(End of text)

M.5 PAST PERFORMANCE EVALUATION FACTOR

This factor will apply to the proposing entity and any significant subcontractors. The evaluation will be conducted in accordance with FAR 15.305(a)(2) and NFS 1815.305(a)(2), "Past Performance Evaluation". The approach to evaluating past performance is provided below in accordance with 15.305(a)(2)(ii). This factor will not be point scored. One of the following adjectival ratings will be assigned:

Exceptional - Essentially no doubt exists that the offeror will successfully perform the required effort.

Very Good - Little doubt exists that the offeror will successfully perform the required effort.

Satisfactory - Some doubt exists that the offeror will successfully perform the required effort.

Neutral - No performance record identifiable (see FAR 15.305(a)(2)(iii) and (iv)).

Marginal - Substantial doubt exists that the offeror will successfully perform the required effort. Changes to the offeror's existing processes may be necessary in order to achieve contract requirements.

Unsatisfactory - Extreme doubt exists that the offeror will successfully perform the required effort.

Past performance will include the following specific areas established for this procurement in accordance with NFS 1815.305(a)(2)(B):

--Technical Performance

- The offeror's compliance with technical requirements and performance standards for previous and present work. For hardware and hardware systems, this includes compliance with process requirements (such as product assurance) and control systems (such as configuration management) as well as the performance requirements for the delivered hardware or system and whether design life was achieved. The offeror's performance on interim work and deliverables such as system designs, prototype hardware, and technical reports will also be considered, as well as the initiative of the offeror in identifying and resolving unforeseen technical problems.

--Schedule Performance

- The offeror's performance in meeting completion dates. This includes any interim deliverables or milestones such as periodic technical and business reports, system designs, and prototype hardware.

--Cost Performance

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- The offeror's cost performance relative to cost increases and cost savings (such as overruns and underruns) experienced on previous and current contracts. Only those increases or savings within the responsibility of the offeror under the terms of the particular contracts are considered. However, customer directed efforts and "de-scopings" to mitigate cost increases will be considered in assessing cost performance.

(End of text)

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Attachment A

LDCM Formulation Phase Statement of Work

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Attachment B

Landsat Data Continuity Mission (LDCM) Data
Specification

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Attachment C

Landsat Data Continuity Mission (LDCM)
Acronym List and Lexicon

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Attachment D

Landsat Data Continuity Mission (LDCM) Data
Policy

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Attachment E

Landsat Data Continuity Mission (LDCM)
Formulation Phase MIT/LL Technology Transfer
Support

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Attachment F

Small Business Subcontracting Plan (TBD DATE)

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Attachment G

LDCM MIT/LL Technology Transfer Support
SOW(s)(TBD)